

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Memorandum of Agreement with Criticare Medical Institute Inc.

DATE: 09/04/2024

RECOMMENDATION

POLICY DISCUSSION

BUDGET INFORMATION:

STATUS REPORT

ANNUAL-

OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: 09/16/2024

PURPOSE:

To seek approval of an MOA with Criticare Medical Institute Inc. for their EMT and Advanced EMT students to attend clinical opportunities with Habersham County Emergency Services.

BACKGROUND / HISTORY:

- a. All initial education programs for EMT, AEMT, and Paramedic are required by the Georgia State Office of EMS to meet defined objectives as part of the program of study.
- b. HCES serves as an excellent clinical site because of the call volume, nature of the calls, and positive atmosphere created by the staff.
- c. The teaching environment proves beneficial to both the student and the HCES staff.
- d. This opportunity serves as an excellent environment to see the prospective future employees of HCES.

FACTS AND ISSUES:

- a. The students are operating as a 3rd rider/person only. The students will not be operating any of the med units or apparatus.
- b. The students will be performing to the skill level trained and only in the presence of an HCES employee of greater training.
- c. The students are covered through medical malpractice insurance through the educational institution. Criticare Medical Institute Inc., provides the students access to insurance coverage in the amount of (\$1,000,000) one million dollars per occurrence with a maximum of (\$3,000,000) three million dollars per policy period to cover acts or omissions of the students.

OPTIONS:

- 1) Approve recommendation: Approve the MOA with Criticare Medical Institute Inc.
 - 2) Deny recommendation: Deny the MOA with Criticare Medical Institute Inc.
 - 3) Commission defined alternative:
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RECOMMENDED SAMPLE MOTION:

Motion to approve the MOA with Criticare Medical Institute Inc. for their students to attend clinical opportunities with Habersham County Emergency Services.

DEPARTMENT:

Prepared by:

Jeffrey D. Adams

Director: __

Jeffrey D. Adams _____

ADMINISTRATIVE

COMMENTS: _____

_____ **DATE:** _____

County Manager

MEMORANDUM OF AGREEMENT BETWEEN
Habersham County Emergency Services
and
Criticare Medical Institute Inc.

This Agreement is made and entered into this 1 s t day of October 2024 by and between Habersham County Emergency Services, hereinafter referred to as the Affiliating Clinical Agency, and Criticare Medical Institute Inc., hereinafter referred to as the Academy. This Agreement will be renewed every two years as needed.

I. The purpose of this Memorandum of Agreement is to provide related instruction and practice to students currently enrolled in an EMS program to complete required clinical/ field experience as set forth by the respective program.

II. Affiliating Agreement

This is a mutual agreement between the administration of the Affiliating Clinical Agency and the Academy that provides for the Affiliating Clinical Agency to accept students in the EMT/AEMT and Paramedic Programs for preceptor supervised clinical experiences. In addition, this agreement makes for the following provisions:

A. Educational experiences will be provided by the Academy and the Affiliating Clinical Agency without regard to race, creed, color, gender, national origin, disability or age of the persons involved.

B. The Affiliating Clinical Agency will serve as a clinical laboratory and will furnish facilities for the students in such a manner at such time as the parties herein mutually agree.

C. The Affiliating Clinical Agency will not be required to provide free treatment for injuries to students or instructors, which occur during clinical assignments and agrees to hold the Affiliating Clinical agency harmless. Students or instructors may request treatment at personal expense.

D. The Affiliating Clinical Agency will retain responsibility for the care of the patients and will maintain administrative and professional supervision of students, insofar as their presence affects the operation of the hospital and/or patient care.

E. Clinical rotation will be planned by the faculty of the respective program, and in conjunction with the Affiliating Clinical Agency's representative, in order to meet requirements by respective Academy, licensing/certification board.

F. No instructor or student will receive monetary or other reimbursement from the Affiliating Clinical Agency for work done during the clinical rotation.

III. The Affiliating Clinical Agency agrees to:

- A. Provide a program of clinical experience for the students to engage in so as to benefit their knowledge of their respective program. The number of hours and experience may vary each year but will be mutually agreed upon with the Academy.
- B. Observe the following personnel policies
 - 1. Students to observe the clinical hours/days mutually agreed upon with the Academy. Permit faculty and students to observe the Academy calendar for holidays and events
 - 2. Students shall be allowed to make up time lost due to unavoidable absences.
 - 3. Students shall wear the accepted Academy uniform during clinical experiences (Exhibit a)
 - 4. Faculty employed by the Academy will be under full jurisdiction of the Academy administration
- C. Make provision for orientation of faculty members of the Academy to the facilities, philosophies, and policies of the respective Clinical Agency.
- D. Assign students to preceptors that meet the requirement of having a current certification or licensure at or above the paramedic certification level.
- E. Provide the Academy's preceptor training information to qualified employees and request completion of said training to assist in maintaining the Academy's accreditation standards.
- F. Assist in the orientation of the students to the Clinical Agency and clear channels of administration for the use of equipment and records as necessary for teaching purposes and in accordance with Clinical Agency policies.

IV. The Academy agrees to:

- A. Provide clinical instruction in accordance with the required student-instructor ratio as mandated by the state licensing/certification agency or by the local Clinical Agency regulation. The student- instructor ratio at the Affiliating Clinical Agency will be a maximum of one (1) student to one (1) clinical instructor.
- B. Maintain current state certification and license requirements as dictated by the State Office of Emergency Medical Services for the Academy as a teaching institution.
- C. All Academy students and instructors will ensure that all applicable OSHA and CDC guidelines are followed. This includes policies regarding, but is not limited to handwashing, PPE, needlestick and other work safety issues.
- D. The Academy has in place a complete written exposure plan in accordance with OSHA guidelines regarding bloodborne and airborne pathogens.
- E. Assure that all EMS students will maintain a grade point average of no lower than a 3.0 (on a 4.0 scale) in the current curriculum of study.

- F. Provide specific written clinical behavior objectives for the Clinical Agency staff prior to student rotation. Conferences will be scheduled with the Clinical Agency staff during rotations to discuss student learning, student performance, and patient services.
- G. Submit a schedule with names of affiliating students two (2) weeks prior to requested ride dates. No more than one (1) student per day to ride.
- H. Provide for all administrative functions required by the Affiliating Clinical Agency necessary for smooth operation of the program, (i.e., joint review of the use of clinical facilities).
- I. All academy staff and students will possess current BLS Healthcare Provider certification with American Heart Association and will be provided to the clinical institution upon request.
- J. Assure observance of Affiliating Clinical Institutions Code of Behavior, policies and procedures by the students and faculty, which includes but not limited to maintaining proof of all students having on file:
 - 1. A Criminal Background Check, drug screen and a recent student physical,
 - 2. The following vaccinations and immunizations are recommended for students:
 - a. TB skin test within one year and follow-up tests as needed
 - b. Two MMR immunizations or positive titer
 - c. Hepatitis B vaccination status or antibody titer.
 - d. Tdap immunization within last 10 years
 - e. Varicella immunization
 - f. Seasonal influenza vaccination & Covid vaccination status or signed declination
 - 3. Appropriate personal hygiene and appearance standards will be maintained by all students, which includes but not limited to:
 - a. No artificial or acrylic nails allowed by students,
 - b. Natural nails will be maintained at ¼ inch long or less,
 - c. Hair that is shoulder length or longer should be pulled back and off the neck,
 - d. Facial hair shall be well groomed and neat,
 - e. No fad hair colors or hairstyles.
 - f. All tattoos should be covered
 - g. Full uniform and school I.D. should be worn at all times
- K. Assure that each student has professional liability insurance to cover the acts of omissions in the amount agreed upon with a minimum coverage of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. The academy assumes all responsibility in the event of an accident or injury and holds the facility harmless.

L. Assure that each student understands that unauthorized access, use, discussion or disclosure of any confidential data or patient health information will be grounds for disciplinary action, up to and including immediate dismissal from the clinical site. In addition, students violating patient confidentiality rights may be subject to civil and criminal liability. (45 CFR § 164.508 - Federal HIPPA Privacy & Security Regulations)

V. Other special revisions as agreed to jointly.

VI. The Affiliating Clinical Agency may request the Academy to withdraw any student whose work or conduct may have a detrimental effect on patients or personnel; and/or reserve the right not to accept any student who has previously been discharged by the Clinical Agency for reasons which would make acceptance as an affiliate inexpedient.

The Academy may request the withdrawal of any student whose progress, achievement, or adjustment does not justify continuance in the Academy.

The students will be physically able to perform all essential functions of the job and any student participating in patient care must provide proof of current CPR certification.

VII. Discontinuance of Agreement

This agreement shall become effective once signed by all parties. This agreement shall be for a term of twenty-four (24) months from the effective date ("Effective Date") as set forth on the signature page. This agreement will auto renew for twelve (12) month periods until terminated.

This agreement may be terminated upon mutual agreement of the parties or by either party with or without cause upon thirty (30) days written notice to the other party. If either party wishes to terminate this agreement, it is understood that any student scheduled for clinical rides, after the termination date, will be contacted by the Academy Clinical Coordinator and advised of cancellations.

AGENCY SIGNATURES

ACADEMY SIGNATURES

Habersham County Board of Commission
Chairman



Criticare Medical Institute Inc.
Program Director

Ty Akins

Tahera Hussain

Printed Name

Printed Name

Board of Commission Chairman

CEO and President

Title

Title

September 3, 2024

Date

Date

Exhibit A

Criticare Medical Institute Inc. Uniform Code

- School uniforms must be worn for all clinical/field rotations:
 - Student ID badge
 - Black and white polo with WCFD logo, tucked in Navy blue or black,
EMS style pants
 - A black leather or rescue belt is to be worn
 - Black work boots
 - Plain black or navy-blue zip-up jackets only can be worn for field internship or clinical rotations. The student's ID badge must be visible outside of the jacket and the uniform shirt must be worn underneath
- Uniforms need to be in good repair, clean and free of stains, wrinkles, and tears Supportive undergarments will be worn at all times
- No hats are allowed on clinical rotations
- No t-shirts may be worn at any time (including fire department and EMS t-shirts)